

Meeting is being conducted remotely in accordance with Governor's Emergency Order #12 pursuant to Executive Order 2020-04

Call in Number: 978-990-5298 Access Code: 273974

If anybody has a problem accessing the meeting via phone or Channel 16, please call 603-821-2049 and they will help you connect.

- 1. PRESIDENT LORI WILSHIRE CALLS ASSEMBLY TO ORDER
- 2. PRAYER OFFERED BY CITY CLERK SUSAN K. LOVERING
- 3. PLEDGE TO THE FLAG LED BY ALDERMAN RICHARD A. DOWD
- 4. ROLL CALL
- 5. REMARKS BY THE MAYOR
- 6. RESPONSE TO REMARKS OF THE MAYOR
- 7. RECOGNITIONS
- 8. READING OF MINUTES OF PREVIOUS MEETINGS

Board of Aldermen..... 03/24/2020
 Special Board of Aldermen 03/31/2020

- 9. COMMUNICATIONS REQUIRING ONLY PROCEDURAL ACTIONS AND WRITTEN REPORTS FROM LIAISONS

From: Kim Kleiner, Administrative Services Director
 Re: Resolution R-20-027

From: Carla LeClerc
 Re: Imposing a moratorium on "small cells" and other wireless infrastructure permits process and deployment until the COVID-19 emergency is over

- 9(a). PERIOD FOR PUBLIC COMMENT RELATIVE TO ITEMS EXPECTED TO BE ACTED UPON THIS EVENING

The public has access to contemporaneously listen in to this meeting through dialing the following number 978-990-5298 and using the password 273974. The Public may also view this meeting on Comcast Channel 16.

If anybody has a problem accessing the meeting via phone or Channel 16, please call 603-821-2049 and they will help you connect.

You may also submit your comments via e-mail which will be accepted and placed on file with the minutes of the meeting. Please e-mail your comments to: BOA@nashuanh.gov

- 9(b). COMMUNICATIONS REQUIRING FINAL APPROVAL

From: Mayor Jim Donchess
 Re: Emergency PO Request - \$94,400 for Change Order 2 for 2019 Asphalt Testing from S. W. Cole Engineering, Inc.

From: Larry D. Goodhue, CEO, Pennichuck Corporation
Re: Annual Meeting of Sole Shareholder and Proxy Statement

PETITIONS

NOMINATIONS, APPOINTMENTS AND ELECTIONS

10. REPORTS OF COMMITTEE

Budget Review Committee..... 04/07/2020
Pennichuck Special Water Committee..... 04/09/2020

11. CONFIRMATION OF MAYOR'S APPOINTMENTS

UNFINISHED BUSINESS – RESOLUTIONS

UNFINISHED BUSINESS – ORDINANCES

TABLED BUSINESS

NEW BUSINESS – RESOLUTIONS

R-20-027

Endorser: Mayor Jim Donchess
**RELATIVE TO THE TRANSFER OF \$200,000 FROM DEPARTMENT 192 “DEBT SERVICE”,
ACCOUNT 75200 “INTEREST EXPENSE” INTO FUND 6500 “PROPERTY AND CASUALTY FUND”,
ACCOUNT 68360 “LOSS PREVENTION”**

R-20-028

Endorsers: Mayor Jim Donchess
Alderman-at-large Michael B. O'Brien, Sr.
Alderman-at-large David C. Tencza
Alderman Richard A. Dowd
**AUTHORIZING THE CITY OF NASHUA TO ENTER INTO A MASTER DEVELOPMENT AGREEMENT
WITH LANSINGMELBOURNE GROUP, LLC.**

R-20-029

Endorsers: Mayor Jim Donchess
**RELATIVE TO ACCEPTING CDBG FUNDING UNDER THE 2020 CARES ACT; AMENDING THE FY2020
HUD ANNUAL ACTION PLAN TO REPROGRAM EXISTING CDBG FUNDING; AND CREATE A COVID-
19 IMPACT PROGRAM**

NEW BUSINESS – ORDINANCES

PERIOD FOR GENERAL PUBLIC COMMENT

REMARKS BY THE MEMBERS OF THE BOARD OF ALDERMEN

Committee announcements:

ADJOURNMENT



THE CITY OF NASHUA

Administrative Services Division

"The Gate City"

Date: April 4, 2020

To: Members of the Board of Aldermen

cc: Mayor Jim Donchess
Director Justin Kates, Emergency Management

From: Kim Kleiner, Administrative Services Director

Re: R-20-027

On March 11, 2020, the Board of Aldermen approved R-20-022, the transfer of \$50,000 from General Contingency into the Fund Property and Casualty – Loss Prevention account. This transfer funded the costs of the City dealing with the COVID-19 pandemic. At this time, we were still defining essential services and the Office of Emergency Management was working with Division Directors to develop an emergency plan. While still in operation, the city understandably incurred an increase of costs for cleaning supplies.

On March 16, 2020, the Board of Aldermen approved R-20-024, the additional transfer of \$100,000 from Debt Service-Interest Expense into the Fund Property and Casualty – Loss Prevention account. The City, working under the direction of the Mayor, the Office of Emergency Management and the Department of Public Health, had developed a plan for the closing of City Hall and essential services to be delivered remotely. Additional purchases were required for the execution of this plan. These purchases included; additional remote "Citrix" licenses, the setup of "soft phones", the purchase of additional laptops and chrome books and the purchase of licenses for remote meetings.

On March 24, 2020, the Division of Administrative Services, under the direction of the Mayor and the Emergency Operations Center (EOC), began to procure personal protective equipment (PPE) and additional cleaning supplies for all city divisions. Operating under a standard operating procedure (SOP), *see attached*, developed by the EOC and Administrative Services, we have developed a uniform system for the tracking of inventory. This system will determine the burn rates of PPE used by each division. This critical information will allow us to procure additional essential inventory needed to ensure our first responders, public health staff and essential city workers remain safe while they continue to deliver needed services for our Nashua residents.

To date the following expenses have been incurred:

Cleaning Supplies:	\$11,587.40
Technology/Remote Access:	\$28,610.71
Personal Protective Equipment:	\$88,201.56
Total to Date:	\$128,399.67

The city fully understands that to date, there are still some available funds remaining to purchase more supplies. Furthermore, the city believes, based on reports from the State of NH and from the information released by the CDC, the COVID-19 situation has not slowed to the point where the City should not continue to be proactive in the care of our personnel and facilities. The city's belief is that we need to be fully prepared to deal with many more weeks, if not months of this current situation in order to have proper inventory of cleaning supplies and PPE for our city.

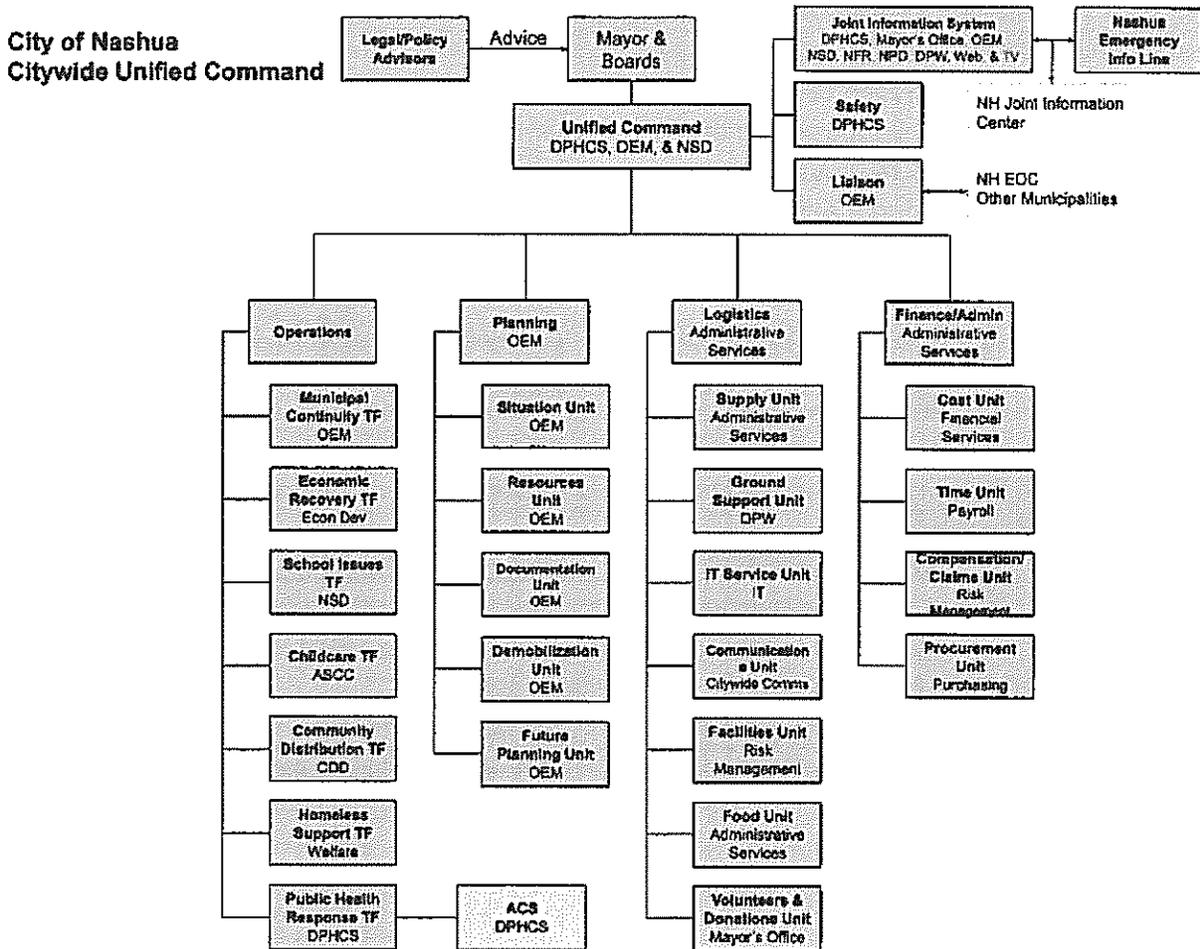
Furthermore, we are working with Emergency Management and Financial Services to ensure the city complies with all requirements to enable a reimbursement under the Federal Emergency Management Agency (FEMA) public assistance grant for COVID-19 eligible expenses.

Therefore, in closing, we ask for your approval of the legislation that Mayor Donchess will be presenting at the BOA meeting on April 14, 2020 regarding additional funds needed to ensure we maintain a healthy workforce and safe city owned buildings.

**Nashua Logistics Section - Supply Unit
Standard Operating Procedure**

Purpose: This document outlines the process all City Divisions and Components shall follow to ensure all resources requests are aligned in response to COVID-19.

Organizational Chart: The Supply Unit reports to the Logistics Section Chief. Technical Specialists to the Supply Unit include OEM, Police, Fire and Public Health.



Supply Unit Meetings

Tuesdays and Thursdays 12:30pm

Join Zoom Meeting

<https://zoom.us/j/992724977>

Meeting ID: 992 724 977

One tap mobile

+16465588656,,992724977#

Agenda Link

Resource Request Process

1. Requestor develops order details
 - a. Order details include: type, quantity**, needed date, delivery location, justification, preferred vendor/source
 - b. **orders should project a 2-3 week turnaround time for critical supplies. Order enough to last until the next shipment.
2. Requestor submits Resource Request Form
 - a. If your Division can purchase the order directly you still need to submit a request to the EOC for tracking and reimbursement purposes
3. Nashua OEM will review all Resource Requests
 - a. If the resource exists within the Nashua OEM will forward to the appropriate Division
 - b. If the resource does not exist within the City and can be provided by the State, Nashua OEM will also submit the request to the State EOC on WebEOC OR Stephanie Locke at DHHS (**ACS ONLY**)
 - i. If the State EOC does not have the resource or can not procure it, we will forward to Administrative Services
 - c. If the resource needs to be ordered locally, OEM will forward to Administrative Services
 - i. Admin Services will find a vendor to fulfill the request and issue a PO
 - ii. Admin Services will notify the Requestor and OEM of the PO and expected delivery date on the Resources tracking sheet
4. Nashua OEM will update the resource tracking sheet
5. Admin Services will notify the requestor of the delivery date.
 - a. Admin Services will coordinate transportation, loading, unloading if needed
6. Once delivered the requestor will confirm delivery and amount with Admin Services and OEM.

Inventory Reporting Process

Any Division issued PPE or other disposable supplies should complete the inventory reporting form Daily.

1. City Division or Task Force POC enters inventory here
2. Janet will calculate PPE levels across the City and by Division
 - a. Produce a report with inventory levels, burn rate, and anticipated resupply needs on Monday and Wednesdays

PPE and Equipment Priority Distribution

1. Healthcare workers/front line public health staff
2. PD/Fire
3. City Divisions
4. Partners (non-profits)

Supply Unit Members

Name	Assignment	Division	Email
Kim Kleiner	Unit Leader	Admin Services	kleinerk@nashuanh.gov
Elyse Butterworth	Technical Specialist	OEM	butterworthe@nashuanh.gov
Kevin Kerrigan	Technical Specialist	Fire	Kerrigank@nashuanh.gov
Brian Kenney/Greg Miller	Technical Specialist	Police	kenneyb@nashuapd.com Miller@nashuapd.com
Mark Munroe/Patty Crooker	Technical Specialist	Public Health	munroem@nashuanh.gov crookerp@nashuanh.gov
Carolyn O'Connor	Technical Specialist	DPW	oconnorc@nashuanh.gov
Janet Graziano	Inventory Purchasing Tracking	Finance	grazianoj@nashuanh.gov
Jen Deshaies	Logistics- Delivery	Admin Serv - Risk	Jenniferd@nashuanh.gov

POC for Supply Pick-Up

Name	Division	Email	Phone
Andy Patrician	DPW	patrician@nashuanh.gov	Office: 589-3143 Cell: 365-8612
Craig Allard	Police	allardc@nashuapd.gov	Office: 594-3500
Steve Buxton	Fire	buxtons@nashuanh.gov	Office: 594-3651

Camille Pattison	Nashua Transit	PattisonC@nashuanh.gov	Office - 880-0100
Bill McKinney	Building Dept	McKinneyW@nashuanh.gov	Office - 589-3080

Dear Ms. Lovering,

Dear Mayor & City Council Member,

We ask that you impose a moratorium on “small cells” and other wireless infrastructure permits process and deployment until the COVID-19 emergency is over.

The wireless providers are using the COVID-19 emergency as cover to expand and cement their rapid and virtually unsupervised deployment of harmful wireless infrastructure. Our local leaders should not have to dedicate time and resources to policing whether the wireless companies are following local and state law, they have far more important things to do.

The FCC wireless permit rules allow emergency moratoria. Homeland Security guidelines emphasize that maintenance of existing communications capability is the priority. New construction is not “essential.”

The COVID-19 emergency has led to a government shut down of non-essential activity. Hospitals, emergency response and local officials are overwhelmed and they must be allowed to focus on what is indeed “essential”. Now is not the time to be dedicating resources to expanding, rather than just maintaining, our networks.

The FCC has directly held a local jurisdiction can impose a temporary halt to deployment and permits during emergencies. In the Matter of Accelerating Wireline Broadband Deployment by Removing Barriers, FCC 18-111, 33 FCC Rcd 7705, 7784-7785, ¶157 (2018) (“We recognize that there may be limited situations in the case of a natural disaster or other comparable emergency where an express or de facto moratoria that violates section 253(a) may nonetheless be ‘necessary’ to ‘protect the public safety and welfare’ or to ‘ensure the continued quality of telecommunications services.’”)

Homeland Security has declared that local government is on the forefront and can take control over determining whether to temporarily halt all non-essential activity. Homeland Security guidance documents prioritize maintenance of existing Communications Systems, and do not support “essential” status for new construction. See Homeland Security Cybersecurity & Infrastructure Security Agency, Identifying Critical Infrastructure During COVID-19, <https://www.cisa.gov/identifying-critical-infrastructure-during-covid-19> (local control); e-Critical Infrastructure and Key Resources Support Annex, <http://www.fema.gov/pdf/emergency/nrf/nrf-support-cikr.pdf> (focus on “protection, response, recovery, and restoration”). Homeland Security, like the FCC, understands that it is essential in an emergency situations justify focusing on protecting, responding, recovering and restoring of existing systems, but new communications facilities construction is and should be deemed nonessential, and subject to lockdown for so long as we are under emergency conditions.

Cities can and should impose a moratorium on deployment in their local area and freeze the permit process until the COVID-19 emergency is over.

Sincerely,
Carla LeClerc

5 Huffy Circle
Nashua, NH 03062

Jim Donchess

Mayor • City of Nashua

To: Board of Aldermen
Filed With: Sue Lovering, City Clerk
From: Jim Donchess
Date: March 25, 2020
Re: Emergency PO Request – \$94,400 for Change Order 2 for 2019 Asphalt Testing from S.W. Cole Engineering, Inc.

REC'D CITY CLERK DEPT
APR 5 '20 AM 11:26

Pursuant to 5-90 (G) of the NRO, I have authorized Emergency Purchase Order Request for \$94,400 for Change Order 2 for 2019 Asphalt Testing from S.W. Cole.

Included is a copy of the Change Order provided by DPW to Dan Kooken, Purchasing Manager, detailing this emergency work.

Once filed with the City Clerk's office a Requisition will entered and a PO generated that will allow this Change Order to be implemented.

Thank you,

cc: DPW Administration

Summary

<u>CHANGE IN CONTRACT PRICE:</u>		<u>CHANGE IN CONTRACT TIMES:</u>	
Original Contract Price	\$48,600.00	Original Contract Times	Substantial completion: Oct 15, 2019 Ready for final payment: Oct 31, 2019
Net changes from previous Change Orders	\$22,800.00	Net change from previous Change Orders	None
Contract Price prior to this Change Order	\$71,400.00	Contract Times prior to this Change Order	Substantial completion: Oct 15, 2019 Ready for final payment: Oct 31, 2019
Net Increase (decrease) of this Change Order	\$94,400.00	Net Increase (decrease) of this Change Order	365 Days
Contract Price with all approved Change Orders	\$165,800.00	Contract Times with all approved Change Orders	Substantial completion: Oct 15, 2020 Ready for final payment: Oct 31, 2020
<u>RECOMMENDED:</u>	<u>ACCEPTED:</u>	<u>APPROVED:</u>	
By: <u>Mack Saunders</u> DPW Engineer (Authorized Signature)	By: <u>[Signature]</u> (Authorized Signature)	By: <u>[Signature]</u> Mayor Jim Donchess Owner (Authorized Signature)	
Date: <u>03-23-2020</u>	Date: <u>03-24-20</u>	Date: <u>4/3/20</u>	

Summary

<u>CHANGE IN CONTRACT PRICE:</u>		<u>CHANGE IN CONTRACT TIMES:</u>	
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Net Increase (decrease) of this Change Order	\$94,400.00	Net Increase (decrease) of this Change Order	365 Days
Contract Price with all approved Change Orders	\$165,800.00	Contract Times with all approved Change Orders	Substantial completion: Oct 15, 2020 Ready for final payment: Oct 31, 2020
<u>RECOMMENDED:</u>	<u>ACCEPTED:</u>	<u>APPROVED:</u>	
By: <u>Mark Saunders</u> DPW Engineer (Authorized Signature)	By: <u></u> Contractor (Authorized Signature)	By: <u>Mayor Jim Donchess</u> Mayor Jim Donchess Owner (Authorized Signature)	
Date: <u>03-23-2020</u>	Date: <u>03-24-20</u>	Date: _____	

City of Nashua, New Hampshire
 Division of Public Works
 Schedule of Values - 2019 Asphalt Testing

<u>Item No.</u>	<u>Unit Price</u>	<u>Units</u>	<u>Item Description</u>	<u>Additional Quantity</u>	<u>Total Price in figures</u>
A	\$25.00	EA	Bulk Density Test (Cores will be collected by the Paving Contractor)	175	\$ 4,375.00
B	\$95.00	EA	Theoretical Maximum Density Test (Cores will be collected by the Paving Contractor)	175	\$ 16,625.00
C	\$50.00	EA	Asphalt Pickup (from DPW Office)	30	\$ 1,500.00
D	\$70.00	HR	HMA Plant Technician for Plant Inspection and Testing (Including Mileage)	800	\$ 56,000.00
E	\$70.00	HR	Field Technician for On-Site Inspection and Testing of Reclaimed Roads (Including Mileage)	200	\$ 14,000.00
F	\$45.00	Day	Density Gage Daily Rental Fee	20	\$ 900.00
G	\$1,000.00	Lump Sum	Project Manager Oversight	1	\$ 1,000.00

Total Change Order in Figures \$ 94,400.00



PENNICHUCK™

25 MANCHESTER STREET
PO BOX 1947
MERRIMACK, NH 03054-1947

(603) 882-5191
FAX (603) 913-2305

WWW.PENNICHUCK.COM

VIA HAND DELIVERY

March 4, 2020

Ms. Lori Wilshire, President
Board of Aldermen
City of Nashua
229 Main Street
Nashua, NH 03060

Dear President Wilshire:

On behalf of the Pennichuck Corporation Board of Directors, I am enclosing the following items with respect to the Annual Meeting of Sole Shareholder to be held on Saturday, May 2, 2020, at Pennichuck's Distribution Facility, 16 Daniel Webster Highway, in Merrimack:

1. Notice of Annual Meeting of Sole Shareholder and Proxy Statement
2. Proxy Card

Please contact Thomas J. Leonard, Chairman of the Board of Directors, or me, if you need further information.

Regards,

Larry D. Goodhue
Chief Executive Officer,
Chief Financial Officer
and Treasurer

cc. Mayor James Donchess
Board of Aldermen
Steven Bolton, Corporation Counsel
Susan Lovering, City Clerk



PENNICHUCK CORPORATION
25 Manchester Street
Merrimack, New Hampshire 03054

NOTICE OF ANNUAL MEETING OF SOLE SHAREHOLDER
To be Held on Saturday, May 2, 2020 at 9:00 a.m.

To the City of Nashua, New Hampshire, in its capacity as the Sole Shareholder of Pennichuck Corporation:

In accordance with the By-Laws of Pennichuck Corporation and applicable laws, Pennichuck Corporation hereby provides notice that you are cordially invited to attend the Annual Meeting of Sole Shareholder of Pennichuck Corporation. The City of Nashua, New Hampshire, is the Sole Shareholder of Pennichuck Corporation.

The Annual Meeting will be held at Pennichuck's Distribution Facility, 16 Daniel Webster Highway, Merrimack, New Hampshire, on Saturday, May 2, 2020 at 9:00 a.m., for the following purpose:

1. To elect four directors, each for a three-year term, and until their successors are elected and qualified.

To facilitate the City's review of the matters to be addressed at the Annual Meeting, the Pennichuck Corporation Board of Directors have approved the delivery of the Proxy Statement attached to this Notice.

By Order of the Board of Directors,

A handwritten signature in black ink, appearing to read 'L. Goodhue'.

LARRY D. GOODHUE
*Chief Executive Officer,
Chief Financial Officer
and Treasurer*



PENNICHUCK CORPORATION
25 Manchester Street
Merrimack, New Hampshire 03054

PROXY STATEMENT

**2020 Annual Meeting of Sole Shareholder
To be Held on Saturday, May 2, 2020 at 9:00 a.m.**

This Proxy Statement is furnished to the City of Nashua, New Hampshire (the “City”), in its capacity as the Sole Shareholder of Pennichuck Corporation (“Pennichuck Corporation” or the “Company”), by the Board of Directors of Pennichuck Corporation, in connection with the solicitation of a proxy to be voted at the Annual Meeting of Sole Shareholder for the purpose set forth in the accompanying Notice of Annual Meeting of Sole Shareholder.

The Annual Meeting will be held at Pennichuck’s Distribution Facility, 16 Daniel Webster Highway, Merrimack, New Hampshire, on Saturday, May 2, 2020 at 9:00 a.m.

Matter to be Voted Upon at the Annual Meeting

At the Annual Meeting, the City, in its capacity as the Sole Shareholder of Pennichuck Corporation, is being asked to consider and vote upon the following:

- (1) To elect James P. Dore, Elizabeth A. Dunn, H. Scott Flegal and Deborah Novotny to the Pennichuck Corporation Board of Directors, as Class B directors, each for a three-year term, and until their successors are elected and qualified.

Voting at the Annual Meeting

Background. Pennichuck Corporation was acquired by the City on January 25, 2012. This acquisition was accomplished pursuant to an Agreement and Plan of Merger reached between the City and Pennichuck Corporation dated November 11, 2010 (the “Merger Agreement”). The transaction, in which the City issued \$150.6 million of general obligation bonds to acquire the outstanding stock of Pennichuck Corporation and pay all transaction costs, was authorized by special legislation enacted by the State Legislature in 2007 and 2010. The Mayor and the Board of Aldermen unanimously approved the acquisition pursuant to this special legislation on January 11, 2011. The New Hampshire Public Utilities Commission approved the Merger Agreement on November 23, 2011, concluding that “the transaction is in the public interest and will not have an adverse effect on rates, terms, service, or operation of the utilities.”

Corporate Structure. As part of the acquisition, the corporate structure of Pennichuck Corporation and its utility subsidiaries was retained. Under this structure, the City is the sole shareholder of Pennichuck Corporation. Pennichuck Corporation continues to own five corporate subsidiaries, including three regulated public utilities (Pennichuck Water Works, Inc., Pennichuck East Utility, Inc., and Pittsfield Aqueduct Company, Inc.), an unregulated service company (Pennichuck Water Service Corporation), and a former real estate holding company (The Southwood Corporation).

Election of the Board of Directors. Under this corporate governance system, the City exercises its control over Pennichuck Corporation in its capacity as the Company's Sole Shareholder in accordance with the Articles of Incorporation, the By-Laws and the New Hampshire laws governing business corporations. In accordance with these rules, Pennichuck Corporation's business affairs are managed and overseen by a Board of Directors. One of the most important responsibilities of the City, in its capacity as Sole Shareholder, is to elect members of the Board of Directors from individuals nominated by the Pennichuck Corporation Board of Directors at the Company's Annual Meeting.

Voting at the Annual Meeting. It is important to remember that the City itself is the Sole Shareholder, not any individual person who may hold an office with the City. The City must exercise its responsibilities as Sole Shareholder through public meetings of the City's Board of Aldermen and Mayor, acting in accordance with applicable New Hampshire laws and the provisions of the City Charter. As a municipal entity, the City is not typically in a position to "attend" an annual meeting, or any other meeting of the Sole Shareholder, "in person."

Traditional corporate law principles provide a ready solution for this type of "institutional" voting of shares. As the Sole Shareholder, the City may review the proposed vote and take action at appropriate City meetings determined by the City. The City may then either designate an individual person to attend the Annual Meeting in person with the authority to vote the City's shares in accordance with the City's determination, or the City may vote its shares by proxy.

To facilitate these options, the Pennichuck Corporation Board of Directors has prepared this Proxy Statement which contains details of the business to be conducted at the Annual Meeting. If the City determines to vote its shares by proxy, it should cause the enclosed proxy card to be completed and returned to Pennichuck Corporation prior to the Annual Meeting. By executing the enclosed proxy card, the City will be designating the actions it has determined to take with respect to the matters to be heard at the Annual Meeting and will be authorizing the officers of the Company named on the proxy card to act as the City's proxy to vote on the City's behalf at the Annual Meeting in accordance with the instructions set forth on the proxy card.

Corporate Governance Matters

Current Board of Directors. The Pennichuck Corporation Board of Directors is divided into three classes, each class serving for three years following their election and until their successors have been elected and qualified.

The number of Directors is currently fixed at eleven. There is a vacancy on the Board in Class B due to the resignation of a Board member in November 2019. The Board of Directors is nominating H. Scott Flegal for election as a Class B director to fill the vacancy in Class B.

The Board currently has ten “seated” directors. Of the ten directors, three have terms ending in 2020 (Class B), three have terms ending in 2021 (Class C), and four have terms ending in 2022 (Class A).

The current members of the Company’s Board of Directors are as follows:

<u>Term Expiring 2020</u> Class B	<u>Term Expiring 2021</u> Class C	<u>Term Expiring 2022</u> Class A
James P. Dore	David P. Bernier	C. George Bower
Elizabeth A. Dunn	Stephen D. Genest	Jay N. Lustig
Deborah Novotny	Thomas J. Leonard	John D. McGrath
[Vacancy]		Preston J. Stanley, Jr.

Board Meetings, Committee Meetings and Attendance. In 2019, the Company’s Board of Directors held 11 regular Board meetings, 1 Annual Board meeting, and 14 Committee meetings. Each current member of the Board attended 75% or more of the total number of meetings of the Board of Directors and the number of meetings of all committees of the Board on which they served. All but one member of the Board of Directors attended the 2019 Annual Meeting of Sole Shareholder.

Board Compensation. In 2019, each director, with the exception of John Murphy and Deborah Novotny, received an annual retainer of \$12,000. Mr. Murphy, who resigned from the Board on November 20, 2019, received \$11,000 in compensation for his services as a director. Ms. Novotny, who joined the Board on May 4, 2019, received \$8,000 in compensation for her services as a director.

Annual Performance Evaluation. The Board of Directors conducts an annual self-evaluation of the Board and its Committees to determine whether they are functioning effectively. Each Committee is also required to evaluate their performance.

Corporate Code of Conduct. The Company has adopted a written Corporate Code of Conduct that applies to its directors, officers and employees. A current copy of the Corporate Code of Conduct can be found on the Company’s website at www.pennichuck.com, under the “Board of Directors – Meetings, Minutes and Corporate Governance” caption.

Board Committees. The Board of Directors has established four standing committees: the Audit, Finance and Risk Committee, the Communications Committee, the Compensation and Benefits Committee, and the Nominating and Governance Committee.

Each Committee has adopted a written Charter which sets forth its purpose, membership, duties and responsibilities. A copy of each Charter can be found on the Company’s website at www.pennichuck.com, under the “Board of Directors – Meetings, Minutes and Corporate Governance” caption.

The current members of the Board Committees are as follows:

Audit, Finance and Risk Committee

James P. Dore, Chairman
C. George Bower
Thomas J. Leonard
Deborah Novotny

Communications Committee

Jay N. Lustig, Chairman
James P. Dore
Thomas J. Leonard
Deborah Novotny
Preston J. Stanley, Jr.

Compensation and Benefits Committee

Stephen D. Genest, Chairman
David P. Bernier
C. George Bower
Elizabeth A. Dunn
Thomas J. Leonard
John D. McGrath

Nominating and Governance Committee

Elizabeth A. Dunn, Chairman
Stephen D. Genest
Thomas J. Leonard
Jay N. Lustig
Preston J. Stanley, Jr.

Audit, Finance and Risk Committee. The Audit, Finance and Risk Committee is responsible for the appointment, compensation and retention of the independent auditors; preapproval of all audit and non-audit services to be provided by the independent auditors; review and approval of all related party transactions; review and evaluation of the qualifications, performance and independence of the lead partner of the independent auditors; oversight of the integrity of the Company’s financial statements and internal controls; oversight of Company financing activities; oversight of the policies and procedures established to assess, monitor and control operational and financial risk; and oversight of the Company’s insurance programs. The Audit, Finance and Risk Committee held 3 meetings in 2019.

Communications Committee. The Communications Committee develops and assists with the policies and strategies of external communications between the Board, the Company and the Sole Shareholder, other stakeholders, and the public, as needed. The Communications Committee held 1 meeting in 2019.

Compensation and Benefits Committee. The Compensation and Benefits Committee is responsible for annually reviewing and approving corporate goals and objectives relevant to Chief Executive Officer compensation; evaluating the Chief Executive Officer’s performance in light of those goals and objectives, and determining and recommending to the Board of Directors the Chief Executive Officer’s compensation based on evaluation of performance; reviewing and approving executive salaries; reviewing and approving any employment agreements, special compensation and benefits, or severance arrangements as they pertain to executive officers other than the Chief Executive Officer; overseeing the Company’s compensation and benefit policies; and recommending to the Board of Directors the establishment, termination or amendment of

existing compensation and employee benefit plans. The Compensation and Benefits Committee held 5 meetings in 2019.

Nominating and Governance Committee. The Nominating and Governance Committee is responsible for identifying individuals qualified to become Board members; recommending to the Board the persons to be nominated by the Board for election as directors at the Annual Meeting of Sole Shareholder; developing and recommending to the Board of Directors a set of corporate governance principles; overseeing an annual self-evaluation of the Board; and annually reviewing the Corporate Code of Conduct. The Nominating and Governance Committee is authorized to retain advisors and consultants and to compensate them for their services. The Nominating and Governance Committee did not retain such advisors or consultants during 2019. The Nominating and Governance Committee held 5 meetings in 2019.

As part of the nomination process, the Nominating and Governance Committee reviewed the current composition of the Board as a whole, reviewed the qualifications and performance of the incumbent directors who are up for re-election to the Board in 2020, discussed recommendations from Board members to identify and evaluate director candidates to fill the vacancy on the Board, and conducted non-public and public interviews of a director candidate.

The Nominating and Governance Committee considers whether to nominate any candidate for director in accordance with the criteria set forth in its Charter, subject to the restrictions set forth in the Company's By-Laws. These criteria include the candidate's integrity, business acumen, knowledge of the Company's business and industry, experience, diligence, conflicts of interest, and the ability to act in the interests of the Sole Shareholder. The Committee does not assign specific weights to particular criteria and no particular criterion is a prerequisite for each prospective nominee. The backgrounds and qualifications of the Company's directors, considered as a group, should provide a composite mix of experience, knowledge and abilities that will allow the Board of Directors to fulfill its responsibilities.

Senior Management. The members of the Company's Senior Management team are as follows:

Larry D. Goodhue, *Chief Executive Officer, Chief Financial Officer and Treasurer*

Mr. Goodhue has been the Chief Executive Officer, Chief Financial Officer and Treasurer of Pennichuck Corporation and its subsidiaries since November 6, 2015, and the Chief Financial Officer, Treasurer and Controller from March 2012 through November 2015. He was Controller from December 2006 to March 2012. Mr. Goodhue served as a financial consultant to Metrobility Optical Systems, Inc. from July 2006 to October 2006 and to Pennichuck Corporation from October 2006 to November 2006. From October 2005 to June 2006, he was the Vice President of Finance and Administration for Metrobility Optical Systems, Inc. and the Corporate Controller from September 2000 to September 2005. From May 2000 to August 2000, he served as Acting Chief Operating Officer for Annalee Mobilitee Dolls, Inc. and was the Controller from January 1998 to April 2000. Mr. Goodhue holds a Bachelor of Science degree in Business Administration from Merrimack College, and is a Certified Public Accountant in the State of New Hampshire (for which his certification is currently in an inactive status). Mr. Goodhue's base annual salary beginning as of April 1, 2019 was \$211,816.80.

Donald L. Ware, *Chief Operating Officer*

Mr. Ware has been the Chief Operating Officer of Pennichuck Corporation since January 27, 2012. He was the Senior Vice President of Operations and Engineering of Pennichuck Corporation from 2004 to January 2012, and Chief Engineer and Vice President from 1995 to 2004. Mr. Ware is also the Chief Operating Officer of Pennichuck Water Works, Inc. and the Company's other water utilities. From 1986 to 1995, Mr. Ware was General Manager for the Augusta Water District in Augusta, Maine. Mr. Ware holds a Bachelor of Science degree in Civil Engineering from Bucknell University and a Master of Business Administration degree from the Whittemore Business School at the University of New Hampshire. Mr. Ware's base annual salary beginning as of April 1, 2019 was \$206,618.88.

Summary of Proposal to be Voted Upon at the Annual Meeting

PROPOSAL 1 – ELECTION OF DIRECTORS

On March 3, 2020, the Company's Board of Directors took action to recommend that the Sole Shareholder elect James P. Dore, Elizabeth A. Dunn, H. Scott Flegel and Deborah Novotny as Class B directors, each for a three-year term and until their successors are elected and qualified.

THE BOARD OF DIRECTORS RECOMMENDS A VOTE "FOR" EACH OF THESE FOUR NOMINEES.

Information regarding the professional backgrounds for each nominee follows:

Nominees for Director:

James P. Dore

(Director Since: May 2014)

Mr. Dore has been the Chief Executive Officer of Pageflex, Inc. (a software developer and marketer of publishing and browsing software products and technologies) since July 2017 and Chief Financial Officer since March 2012. He was the Chief Financial Officer of Bitstream Inc. from March 2003 to March 2012, and Corporate Controller from June 1999 to March 2003. He was the Chief Financial Officer of Celerity Solutions, Inc. from April 1999 to June 1999, and Corporate Controller from January 1997 to March 1999. Mr. Dore has experience in both publicly traded and privately held companies. Mr. Dore is a Certified Public Accountant. Mr. Dore holds a Bachelor of Science degree, with distinction, from Clarkson University.

Elizabeth A. Dunn

(Director Since: January 2012)

Ms. Dunn was an Assistant Attorney General with the State of New Hampshire, Department of Justice, from December 2001 to September 2007. She was a Commissioner of the New Hampshire Crime Victim's Assistance Commission from May 2002 to 2011. She was an Assistant County Attorney with the Office of the Rockingham County Attorney in Brentwood, NH, from May 1999 to December 2001, and an Associate Attorney with the law firm of Boutin & Associates from February 1998 to May 1999. Ms. Dunn previously served as a member of the Board of Selectmen and the Zoning Board of Adjustment for the Town of Windham, NH. She has been the Windham NH School District Moderator since 1993. Ms. Dunn holds a Juris Doctor degree from the University of New Hampshire Law School and a Bachelor of Science degree in Education from Framingham State College.

H. Scott Flegal

(Director Since: N/A)

Attorney Flegal has practiced law in Nashua since 1985. He began his career at the law firm of Sullivan & Gregg, P.A. He opened his own law firm in 1994. By appointment of the New Hampshire Supreme Court, Attorney Flegal served from 1991-2001 on the New Hampshire Board of Bar Examiners, and served in 2007 as a member of the New Hampshire Judicial Branch Dispute Resolution Committee. He is a past President of the Nashua Bar Association. In the Nashua community, Attorney Flegal served as past President of the Board of Directors of the Greater Nashua Mental Health Center, past Board Chair of the Greater Nashua Chamber of Commerce, and was a founding director and past president of Great American Downtown. He currently serves on the Board of Directors of the Nashua Education Foundation and is Chair-elect at Home Health & Hospice Care. Attorney Flegal earned a B.A. from Amherst College and a J.D. from DePaul University College of Law in Chicago.

Deborah Novotny

(Director Since: May 2019)

Ms. Novotny has been a Commercial Lender and Senior Vice President of Enterprise Bank in Nashua, NH, since June 2013. From April 2007 to June 2013, Ms. Novotny was a Business Banker and Vice President for Peoples United Bank in Nashua, NH, and from May 1995 to April 2007, Ms. Novotny was a Business Development and Sales Manager and Vice President for TD Bank in Nashua, NH. Ms. Novotny has held many positions with non-profit organizations over the years, including past President of the Nashua Rotary Club, Board member and past President of the Nashua Boys & Girls Club, Board member of the Nashua Education Foundation, member of the Allocation Committee of the United Way of Greater Nashua, Board Member of Marguerite's Place, member of the City of Nashua Business & Industrial Development Authority, and past president of the Nashua Adult Learning Center.



**PROXY CARD
PENNICHUCK CORPORATION**

PROXY for Annual Meeting of Sole Shareholder - May 2, 2020

THIS PROXY IS SOLICITED ON BEHALF OF THE BOARD OF DIRECTORS

The Sole Shareholder, the City of Nashua, New Hampshire, hereby appoints LARRY D. GOODHUE or DONALD L. WARE, as proxies to represent and vote as designated hereon, all shares of common stock of Pennichuck Corporation (the "Company") which the Sole Shareholder would be entitled to vote if personally present at the Annual Meeting of Sole Shareholder of the Company to be held at the Company's Distribution Facility, 16 Daniel Webster Highway, Merrimack, NH, on Saturday, May 2, 2020 at 9:00 a.m. The shares represented by this proxy will be voted as directed by the Sole Shareholder.

The Board of Directors recommends a vote "FOR" each of the nominees named in Proposal 1.

Proposal 1:

To elect James P. Dore, Elizabeth A. Dunn, H. Scott Flegal and Deborah Novotny to the Pennichuck Corporation Board of Directors, as Class B directors, each for a three-year term, and until their successors are elected and qualified.

	<u>For</u>	<u>Against</u>
James P. Dore	<input type="checkbox"/>	<input type="checkbox"/>
Elizabeth A. Dunn	<input type="checkbox"/>	<input type="checkbox"/>
H. Scott Flegal	<input type="checkbox"/>	<input type="checkbox"/>
Deborah Novotny	<input type="checkbox"/>	<input type="checkbox"/>

Authorized Signature:

CITY OF NASHUA, NEW HAMPSHIRE (Sole Shareholder)

By: _____ Date: _____

Name: _____

Title: _____

This Proxy Card is Valid Only When Signed and Dated



RESOLUTION

RELATIVE TO THE TRANSFER OF \$200,000 FROM DEPARTMENT 192 "DEBT SERVICE", ACCOUNT 75200 "INTEREST EXPENSE" INTO FUND 6500 "PROPERTY AND CASUALTY FUND", ACCOUNT 68360 "LOSS PREVENTION"

CITY OF NASHUA

In the Year Two Thousand and Twenty

RESOLVED by the Board of Aldermen of the City of Nashua that \$200,000 be transferred from Department 192 "Debt Service", Account 75200 "Interest Expense" into Fund 6500 "Property and Casualty Fund", Account 68360 "Loss Prevention".

LEGISLATIVE YEAR 2020

RESOLUTION:

R-20-027

PURPOSE:

Relative to the transfer of \$200,000 from Department 192 "Debt Service", Account 75200 "Interest Expense" into Fund 6500 "Property and Casualty Fund", Account 68360 "Loss Prevention"

SPONSOR(S):

Mayor Jim Donchess

**COMMITTEE
ASSIGNMENT:**

FISCAL NOTE:

Reduces fiscal year 2020 surplus appropriations.

ANALYSIS

This resolution authorizes a transfer from debt service interest expense in the amount of \$200,000 for the funding of supplies and personal protective equipment related to the Coronavirus 2019 Pandemic (COVID-19).

Charter Sec. 53 permits the Board of Aldermen to transfer any unencumbered appropriation balance or any portion from one department, fund or agency to another.

NRO 5-130, H provides that "when proposed legislation to transfer or re-appropriate a particular appropriation or purpose thereof has had its first reading, such funds shall not be expended or transferred while the legislation is pending".

**Approved as to account
structure, numbers and
amount:**

Financial Services Division

By: /s/ John F. Griffin

Approved as to form:

Office of Corporation Counsel

By: Douglas Clarke

Date: April 8, 2020



RESOLUTION

AUTHORIZING THE CITY OF NASHUA TO ENTER INTO A MASTER DEVELOPMENT AGREEMENT WITH LANSING MELBOURNE GROUP, LLC.

CITY OF NASHUA

In the Year Two Thousand and Twenty

RESOLVED by the Board of Aldermen of the City of Nashua that the City is authorized to enter into a "Master Development Agreement" with Lansing Melbourne Group, LLC regarding the sale and development of the "School Street Lot" for a housing project in substantially the same form as the attached.

FURTHER RESOLVED by the Board of Aldermen of the City of Nashua that the Mayor, with the assistance of the Office of Corporation Counsel, is authorized to prepare and execute all necessary documents and take all necessary actions contemplated by the Master Development Agreement or required to effectuate the same.

LEGISLATIVE YEAR 2020

RESOLUTION: R-20-028

PURPOSE: Authorizing the City of Nashua to enter into a Master Development Agreement with Lansing Melbourne Group, LLC

ENDORSERS: Mayor Jim Donchess
Alderman-at-large Michael B. O'Brien, Sr.
Alderman-at-large David C. Tencza
Alderman Richard A. Dowd

**COMMITTEE
ASSIGNMENT:**

FISCAL NOTE: This resolution approves the sale of the School Street parking lot for \$900,000. In addition, the City will contribute \$100,000 during the predevelopment for the design of public facilities and infrastructure surrounding the project site in the form of reimbursement for pre-approved design fees. Once construction is completed additional terms include payment in lieu of parking requirements and a High Street Garage lease.

ANALYSIS

This resolution authorizes the City of Nashua to enter into a "Maser Development Agreement" with Lansing Melbourne Group, LLC regarding the sale and development of the School Street Lot for a housing project.

Charter §77 provides that the Planning Board "shall review and make recommendations to the mayor and board of aldermen on all locations for proposed municipal building and facilities, including educational, [and] on the purchase and sale of any land by the city."

**Approved as to account
structure, numbers and
amount:**

Financial Services Division

By: /s/ John Griffin

Approved as to form:

Office of Corporation Counsel

By: /s/ Celia K. Leonard, Esq.

Date: April 8, 2020

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MASTER DEVELOPMENT AGREEMENT

BY AND BETWEEN

LANSING MELBOURNE GROUP, LLC, a Florida limited liability company

AND

CITY OF NASHUA, NEW HAMPSHIRE

Effective Date: _____

This Master Development Agreement (this "*Agreement*") is made and entered into as of May __, 2020, between LANSING MELBOURNE GROUP, LLC, a Florida limited liability company ("Developer"), and the CITY OF NASHUA, NEW HAMPSHIRE, a New Hampshire municipal corporation ("City"). Developer and City are sometimes referred to in this Agreement collectively as the "Parties" and singularly as a "Party".

ARTICLE I: RECITALS

1.1 City is a duly organized New Hampshire municipal corporation acting through its Board of Aldermen and Mayor, having its principal office located at Nashua City Hall, 229 Main Street, Nashua, NH 03061.

1.2 Developer is a limited liability company having its principal United States offices located at 2420 E. SUNRISE BLVD #90, FORT LAUDERDALE, FL 33304, is experienced at developing real estate in New Hampshire and elsewhere, within the public-private context and otherwise, and is authorized to do business in New Hampshire.

1.3 City strongly supports increased economic development to provide additional jobs for residents of Nashua and the region, to expand business within the City, and to develop a healthy robust economy through the means of downtown redevelopment and investment.

1.4 The City released a request for proposals on January 12, 2017 (the "RFP") soliciting proposals from real estate developers for a housing project (the "Project") on an approximately 0.682-acre parcel of real property owned by the City and more particularly described on Exhibit "A" attached and incorporated into this Agreement (the "Property", also referred to in the RFP as the "School Street Lot"), the vision of which RFP and Project is to accommodate the growing housing needs of the City. The RFP is a matter of public record.

1.5 Developer submitted its response to RFP on March 30, 2017 (the Proposal”), and after being selected by the City has worked with the City to develop a mutually agreeable Project concept.

1.6 Developer intends to develop the Project to comprise a 160,000 square foot building comprising approximately 150 apartments and related improvements, all in one single phase.

1.7 The Project is depicted more specifically on the “Project Design Drawings” (defined below).

1.8 The City intends to sell and convey fee simple title to the Property to Developer as set forth in Section 2.1 below.

1.9 The purpose of this Agreement is to facilitate the development and construction of the Project in a way that results most effectively in the public benefits intended for the City and the private benefits intended for the Developer. The development and construction of the Project requires a major investment by the Developer in facilities and on-site improvements, and substantial commitment of public and private resources to achieve the benefits of the Project for Developer and City.

1.10 The general benefits to be received by City from the implementation of the Project include, without limitation:

- a) Realization and implementation of the “Development Plan” (defined below and attached and incorporated into this Agreement as Exhibit “B”) for the School Street Lot in downtown Nashua;
- b) Establishment of integrated site plans, urban design elements including uniform engineering, landscapes and architecture that contribute to the revitalization of the School Street Lot and downtown Nashua; and
- c) Provision of housing opportunities in downtown Nashua.

1.11 The general benefits to be received by Developer from the implementation of the Project include without limitation, integration of site plans, urban design elements land uses, architecture, site engineering, landscape architecture, and mitigation measures over the Property;

1.12 In exchange for these benefits to City and Developer, City and Developer desire to proceed with the Project in accordance with the terms and conditions contained in this Agreement, subject to any amendments to this Agreement made in accordance with this Agreement.

NOW, THEREFORE, based upon the terms and conditions set forth in this Agreement and in consideration of the mutual promises and assurances provided in this Agreement, City and Developer hereby agree that the Recitals as stated above are incorporated herein and made a part of this Agreement and the following terms:

ARTICLE II: TERMS

2.1 Purchase of Property.

a) Purchase Price. Subject to the terms of this Agreement and the satisfaction of the conditions precedent contained in this Agreement, the City will convey the Property to Developer as the site of the Project and Developer will pay to City the value of the Property as determined by the Board in the amount of Nine Hundred Thousand Dollars (\$900,000) (the "Purchase Price"), which reflects the per-unit cost of \$6,000 for each unit to be constructed in the Project multiplied by a total of one-hundred and fifty (150) units. The Purchase Price shall be paid by Developer to City on the "Closing Date", as defined in the subparagraph 2.1(b) immediately below, by wire delivery of funds through the Federal Reserve System to an account designated in writing by City.

b) Closing. Provided that all the conditions precedent to closing by the Parties are satisfied, City shall convey the Property to Developer and Developer shall acquire the Property from City on or before the date on which Developer closes its financing for the Project (the "Closing Date"). Developer shall diligently pursue obtaining a commitment for such financing in a timely manner. Either party may extend the Closing Date by an additional fourteen (14) days by written notice to the other party; provided, however, no extension of the Closing Date will, without the mutual written agreement of the parties, extend any other deadlines set forth in this Agreement or the documentation to be entered into pursuant to this Agreement. Notwithstanding the foregoing or any prior extensions of the Closing Date, the parties may mutually agree in writing to further extend the Closing Date by an additional sixty (60) days (the "Deadline Closing Date"). If, after the Deadline Closing Date, any of the conditions precedent to the Parties' obligation to close is not fulfilled, then Developer or City may either (i) further extend this Agreement or (ii) terminate this Agreement and neither party shall have any obligation to the other under this Agreement except any for any obligations that expressly survive the expiration or other termination of this Agreement. In no event shall the Closing Date be after February 1, 2021.

c) Conditions Precedent for Closing by Developer:

(i) Issuance to Developer of all governmental permits and licenses requisite for the construction of the Project in accordance with established procedures;

(ii) Approval by City of the Development Plan and Project Design Drawings in accordance with established procedures;

(iii) Developer obtaining all applicable financing commitments at rates and terms typically found in the Nashua, New Hampshire market; and

(vi) No default by City.

d) Conditions Precedent for Closing by City:

(i) Payment by Developer of the Purchase Price to City;

(ii) Closing of Developer's financing;

(iii) Approval by City of the Development Plan; and

(iv) No default by Developer.

e) Other Closing Documents. At the Closing:

(i) City will deliver to Developer a New Hampshire compliant Quit Claim Deed for the Property, free and clear of any mortgages, deeds of trust or other monetary liens (the "Deed");

(ii) City will deliver to Developer a New Hampshire compliant lien and possession affidavit regarding the Property to Developer and Developer's title insurer as customarily required by title insurers in New Hampshire; and

(iii) City and Developer will deliver to each other fully executed counterparts to the Closing statement.

2.2 Performance of Governmental Functions. The terms of this Agreement regarding the design and construction of the Project and the role of City in the Project are independent of any obligations binding upon City or Developer pursuant to applicable laws and ordinances. In no event will any approvals given by City pursuant to the terms of this Agreement constitute the performance by City of any review or issuance of any permits, approvals or licenses that it is obligated to conduct or consider pursuant to any law, or ordinance or both. Nothing in this Agreement or any approvals or consents by City in connection with this Agreement will in any way stop, limit or impair City from exercising or performing any regulatory, policing or other governmental function with respect to either Party, including, but not limited to, the review, approval and issuance by City of applications, approvals, permits and licenses regarding the Project pursuant to any laws and ordinances. City will, to the extent reasonably appropriate and permitted by applicable laws and ordinances, facilitate Developer's submissions, requests and applications pursuant to the applicable laws and ordinances governing the Project;

provided Developer's submissions, requests and applications are complete, include all necessary fees and are otherwise compliant with applicable laws and ordinances.

2.3 Property Documents. The City represents to Developer that City has delivered all the following documents and information regarding the Property to Developer in the City's possession (collectively, the "Property Documents"):

- a) All boundary or other physical surveys;
- b) All title insurance policies with copies of exceptions;
- c) All environmental site assessments; and
- d) All other reports, appraisals, inspections and documents regarding the condition or value of the Property.

City makes no representation or warranty regarding the currency or accuracy of any of the Property Documents. Developer acknowledges that its receipt of the Property Documents does not in any way relieve Developer from conducting its own required surveying; title examination; architectural, engineering, environmental, topographical, geological, soil, developmental, inspections and other due diligence reasonably sufficient to determine the condition of the Property (collectively, the "Inspections").

2.4 Due Diligence Regarding Property.

a) For a time period not to exceed one hundred and twenty (120) days after the Effective Date (the "Diligence Period"), Developer is permitted to conduct, at Developer's sole expense and risk, tests and surveys reasonably sufficient to determine the condition of the Property, including title examination, market, geological and structural analyses and a non-intrusive environmental audit. Developer shall restore the Property, to the extent practicable, as to any damage caused by the negligence of Developer, its employees, agents, contractors, or subcontractors in making the Inspections, to the condition existing prior to such damage. Developer acknowledges that Developer has reviewed all the Property Documents and the condition of the Property, as set forth in the Property Documents, is sufficient for its purposes under this Agreement. Developer shall have no right to terminate this Agreement after the Closing for any condition of the Property as set forth in the Property Documents.

b) Developer shall indemnify and hold harmless City from any and all claims arising out of the negligent acts or omissions of Developer, its employees, agents, contractors, or subcontractors in making the Inspections.

2.5 Project.

a) The Development Plan is subject to the City's land use and development approval process.

b) The comprehensive development plans which are generally consistent with the description of the City's vision and objectives for the Project as described in the RFP and this Agreement (the "Development Plan") shall include a general description of all proposed development of the Project and required infrastructure improvements, including, but not limited to, its design and construction. The Development Plan shall also include the following:

- (i) Creation and any modifications to the Development Plan;
- (ii) All architectural and engineering designs;
- (iii) All necessary governmental permits and approvals; and
- (iv) All construction-related requirements (such as soil conditions and environmental constraints consistent with the Development Plan).

c) The City, together with its duly authorized agents and employees, may inspect and monitor the Project and the work performed on the Project at any time with commercially reasonable prior notice to Developer; provided that the City, and its duly authorized agents and employees shall follow Developer's reasonable safety regulations.

2.6 Schedule and Order of Development. Developer shall administer all aspects of the development of the Project subject to all applicable laws, rules and regulations, including the code requirements of the City and based upon the construction schedule as follows:

Developer shall develop the Project at its sole expense in accordance with the Development Plan consistent with the architecture, streetscape and the character of the adjacent area and downtown Nashua and shall conform to the terms of the Development Plan. Developer will, during the design process or design phase of the development of the Project, develop and implement a design review process that will provide City and its professional staff the right to review and approve, reject or suggest modifications to the Development Plan, including regularly scheduled meetings in accordance with the construction schedule, to update City on Developer's progress of the Project. Developer shall conduct scheduled meetings on a monthly basis to keep City apprised of the progress of development of the Project. The meetings shall include the Developer, City representatives and the specialty consultants. Developer shall prepare and distribute detailed, accurate minutes for all such meetings.

2.7 Development Standards.

a) Developer shall perform the work in accordance with the standard of care and expertise normally employed by development firms, consultants and contractors performing similar services in metropolitan areas in New Hampshire, and all duties under

this Agreement shall be measured and interpreted in accordance with such standard of performance.

b) Developer hereby warrants to City that the materials and equipment furnished in accordance with this Agreement will be of good quality, that the work will be free from defects, and that the work will conform with the requirements of the Development Plan. Developer hereby represents, warrants, and covenants that neither it nor its affiliates shall file a mechanic's lien, materialmen's lien, or other lien against any assets of City, and hereby waives and releases any right it may have or may hereafter acquire to file a lien against the any assets of City. Developer shall indemnify and hold harmless City from any losses, damages, and liabilities, to the City as a result of a breach of this provision.

c) Developer shall pay all fees levied by the City or any other governmental entity, including, but not limited to, all tap fees, water & sewer fees, and permit fees. Developer shall plan for all utility services required for the Project and negotiate all necessary agreements with the appropriate municipal authorities and utility companies related to access, traffic, utilities, zoning and other design and construction elements pertaining to the Project. Developer shall obtain and pay for all construction-related permits and all certificates of occupancy. City shall cooperate with Developer as is reasonably necessary for Developer to obtain such approvals, permits and certificates of occupancy.

d) Developer shall apply for and maintain in full force and effect any and all governmental permits and approvals required for the lawful construction of the Project and comply with all the terms and conditions applicable to the Project contained in any governmental permit or approval required or obtained for the lawful construction of the Project, or in any insurance policy affecting or covering the Project.

2.8 Ownership of Development Plans. If the Project is not constructed, then Developer will retain ownership of the preliminary plans, the Development Plan and other design and construction work product relating to the Project in accordance with this Agreement.

2.9 City Improvements. City represents water and wastewater are available at the Property boundary.

ARTICLE III: DEFAULTS

3.1 Defaults by Developer and Remedies of City. If Developer materially defaults on the performance of its obligations to City prior to the Closing Date, then Developer will have thirty (30) days after the City's delivery of written notice to Developer of the default to cure the default; however, if the default requires more than thirty (30) days to cure, Developer shall have such additional time as may be reasonably required to cure the default, provided Developer commences the cure within the initial thirty (30) day cure period and thereafter diligently prosecutes the cure to completion (not

to exceed sixty (60) days after commencement of the cure). If Developer is not able to cure the material default during the applicable cure period, then City will be entitled to terminate this Agreement and receive all of Developer's non-confidential work product regarding the Project, including the Project Design Drawings, and Development Plan (collectively, the "Liquidated Damages"). The Parties hereby agree that the Liquidated Damages are intended to be and will be the full liquidated damages for the Developer's failure to perform its duties, liabilities and obligations under this Agreement. The parties agree that City's damages would be very difficult to ascertain and the Liquidated Damages provided in this Section 3.1 constitutes a reasonable estimate of City's damages and is not intended as a penalty but as fully liquidated damages.

If Developer defaults on the performance of its obligations to City after the Closing Date, then Developer will have thirty (30) days after the delivery of written notice by City of the default to cure the default; however, if the default requires more than thirty (30) days to cure, Developer shall have an additional thirty (30) days to cure the default, provided Developer commences the cure within the initial thirty (30) day cure period and thereafter diligently prosecutes the cure to completion. If Developer is not able to cure the default during the applicable cure period, then City may, at its sole discretion, (i) terminate this Agreement and receive the Liquidated Damages; (ii) pursue an action under the Payment and Performance Bonds as set forth in Section 4.4 below; or (iii) pursue the right to specific performance against Developer that would require Developer to fully perform all of its obligations under this Agreement on a timely basis.

3.2 Notice to Financiers and Ability to Cure. Notwithstanding anything in this Agreement to the contrary, City shall copy Developer's lender or equity partner in writing (at any address provided for that purpose by Developer or its lender or equity partner) on any default notice that City sends to Developer, and Developer's lender or equity partner shall have the same rights to cure Developer's default as Developer has under this Agreement.

3.3 Defaults by City and Remedies of Developer. If City defaults materially on the performance of its obligations to Developer under this Agreement, then City will have thirty (30) days after the delivery of written notice by Developer of the default to cure the default; however, if the default requires more than thirty (30) days to cure, City shall have such additional time as may be reasonably required to cure the default, provided City commences the cure within the initial thirty (30) day cure period and then diligently prosecutes the cure to completion. If City is not able to cure the default during the applicable cure period, then Developer will be entitled to pursue any remedy available at law or equity, including the termination of this Agreement and claims for damages resulting from the breach and termination(s).

3.4 Other Defaults. A Party will be in default of its obligations under this Agreement in the event that it is adjudicated bankrupt or insolvent, makes an assignment for the benefit of creditors or enters into a composition for creditors, or will file a voluntary bankruptcy petition or an answer admitting the material allegations of an involuntary bankruptcy petition; or if an order is entered appointing a receiver or trustee

for that Party or for a substantial portion of the assets of that Party and the same is not vacated within sixty (60) days after entry, or if that Party applies for or consents to the appointment of any such receiver or trustee. In the event of a default specified in this Section 3.4, non-defaulting Party may immediately pursue all remedies available to it by law or in equity, including specific performance and the termination of this Agreement.

ARTICLE IV: CITY AND DEVELOPER MUTUAL OBLIGATIONS

4.1 City Approval. The Board approved this Agreement on _____, 2020 pursuant to the communication attached and incorporated into this Agreement as Exhibit "C".

4.2 Exclusivity. During the term of this Agreement, City will work exclusively with the Developer to develop the Project.

4.3 Insurance. Developer shall maintain, and shall assure that its contractors who enter the Property maintain, public liability and property damage insurance in agreements and in form and substance adequate to insure Developer, its agents, employees or contractors, from claims arising out of any entry or inspections of the Property pursuant to the provisions of this Agreement, and Developer shall provide City with evidence of this insurance coverage prior to performing any inspections of the Property. The liability insurance shall name City as an additional insured and shall have liability limits of at least \$1,000,000.00 per occurrence/\$1,000,000.00 general aggregate.

4.4 Performance Bonds. In addition to any applicable performance or financial guarantees under the City's Revised Ordinances, Developer shall require its general contractor to (i) furnish bonds covering faithful performance of the contract governing construction of the Project, completion of construction of the Project and payment of obligations arising in connection with the construction of the Project and (ii) furnish bonds for all subcontractors with contracts over \$250,000.00, from a surety or sureties acceptable to the City and duly authorized to do business in New Hampshire, (the "Payment and Performance Bonds"). City shall be specifically named as a beneficiary under the Payment and Performance Bonds and the Payment and Performance Bonds shall, in all respects, be reasonably satisfactory to City. A duplicate original of the Payment and Performance Bonds shall be supplied to City, and City shall be entitled to maintain a direct action against the applicable surety/bonding company (and any other parties that may be necessary parties to such an action). In the event of a default by Developer's general contractor under its construction contract, City shall be entitled to participate fully in any action against the general contractor or the surety/bonding company and the Developer shall not agree to any compromise or settlement of that action without City's prior written consent, provided that City's prior written consent shall not be unreasonably withheld.

4.5 Offsite Engineering Services. During the Diligence Period, the City will provide \$100,000 in funding during predevelopment for the design of public facilities and

infrastructure surrounding the project site in the form of reimbursement for pre-approved design fees.

4.6 Agreement to Seek Funds for Offsite Costs. City and Developer will use best efforts to obtain funding through U.S. Housing and Urban Development Community Development Block Grants or similar programs to offset offsite costs.

4.7 Payment in Lieu of Parking Requirements. With Planning Board approval, Developer will pay an in-lieu fee of nine thousand dollars (\$9,000) per unit, for up to one hundred and fifty (150) units, in the Project for City allowing no onsite parking, which fee shall be payable at the rate of one thousand dollars (\$1,000) per unit the first anniversary of the certificate of occupancy and two thousand dollars (\$2,000) per unit per year on the subsequent anniversary date of the project certificate of occupancy and continuing annually for four (4) years. The fees shall be held in an escrow account by the City for the capital expansion of the parking system and to guarantee future parking supply.

4.8 High Street Garage Lease. The City and Developer will enter into a long term (50 year minimum) lease for parking in the High Street Garage to provide at least one space per unit for the Project's residents (the "Garage Lease"). The Garage Lease will include a ramp up period to accommodate the Project's lease up for the first twenty-four (24) months after a certificate of occupancy is issued for the Project, starting at \$0 per month per space in the first (1st) month and increasing to FIFTY AND NO/100 DOLLARS (\$50) per month per space in the twenty-fourth (24th) month. The Garage Lease will include a provision to lease the spaces referred to above for \$50 per month through the tenth (10th) anniversary of the Project's certificate of occupancy. After that time, the lease will include a provision to allow the rate to be modified to a price not more than that offered to other "wholesale" (20 permits or more) users of the Nashua parking assets. If on the tenth anniversary that wholesale rate is greater than \$55, then the parking rate shall be adjusted up to match that wholesale rate over a three-year period in equal monthly increases in order to maintain the tenant's ability to pay.

ARTICLE V: MISCELLANEOUS

5.1 Disclaimer of Joint Venture, Partnership and Agency. This Agreement shall not be interpreted or construed to create an association, joint venture, or partnership between Developer and City, or to impose any partnership obligation or liability upon the Parties. Neither Developer nor City shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent of representative of, or to otherwise bind, the other.

5.2 No Third-Party Beneficiaries. This Agreement is not intended to and does not confer any right or benefit on any third party other than the Parties.

5.3 Notices. Unless specifically provided otherwise by this Agreement, any notice, demand, request, consent, approval or communication which a signatory Party is required to or may give to another signatory Party under this Agreement shall be in writing and shall be delivered or addressed to the other at the address below set forth or to such other address as such Party may from time to time direct by written notice given in the manner in this Agreement prescribed. The notice or communication shall be deemed to have been given or made when communicated by personal delivery or by independent courier service or by facsimile or by email with a hard copy to be delivered by independent courier service by the next business day. The Parties shall make reasonable inquiry to determine whether the names or titles of the persons listed in this Agreement should be substituted with the name of the listed person's successor.

City: Tim Cummings, Director of Economic Development
City Hall – Economic Development Office
229 Main Street/P.O. Box 2019
Nashua, New Hampshire 03061

With a copy to: Celia Leonard, Deputy Corporation Counsel
City Hall - Corporation Counsel Office
229 Main Street/P.O. Box 2019
Nashua, NH 03061

Developer: Lansing Melbourne Group, LLC
2420 East Sunrise Boulevard, #90
Fort Lauderdale, Florida 33304
Attn: Peter Flotz

With a copy to: Drew Melville, Esquire
Melville Law, P.A.
101 NE 3rd Avenue, Suite 1500
Fort Lauderdale, Florida 33301
Phone: 954-332-3533
Email: drew@melville.law

5.4 Entire Agreement. This Agreement sets forth and incorporates by reference all the agreements, conditions and understandings between the Parties relative to the Project and supersedes all previous agreements. There are no promises, agreements, conditions or understandings, oral or written, expressed or implied, among the Parties relative to the matters addressed in this Agreement other than as set forth or as referred to in this Agreement or as contained the Development Plan as of the Effective Date.

5.5 Construction. The Parties agree that each Party and its counsel have reviewed and revised this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply in the interpretation of this Agreement or any amendments or exhibits to this Agreement.

5.6 Assignment.

a) Developer shall not, prior to the issuance of a certificate of occupancy (or local equivalent) for the Project, assign or transfer this Agreement or delegate any of its obligations or duties under this Agreement without the prior written consent of City, which consent may be withheld in City's sole discretion, except that Developer may freely assign to entities within the control of the same principals as those of the Developer or for the purposes of financing or other legal requirements.

b) Developer shall not, after the issuance of a certificate of occupancy for the Project, assign or transfer this Agreement or delegate any of its obligations or duties under this Agreement without the prior written consent of City (which consent shall not be unreasonably withheld or delayed), except that Developer may freely assign its interest in the Agreement to entities within the control of the same principals as those of the Developer or for the purposes of financing or other legal requirements.

c) No assignment, with or without the consent of City, shall be effective unless each assignee shall assume and agree to perform and observe all the covenants and agreements of Developer being assigned. No assignment of this Agreement by Developer shall release or relieve the Developer of any duties, obligations or liabilities under this Agreement and from and after any such assignment the assigning Developer shall be jointly and severally liable with the assignee for the performance of and compliance with all of Developer's duties obligations and liabilities under this Agreement.

d) City may not assign, transfer or delegate its rights, duties and obligations under this Agreement without the consent of Developer in its reasonable discretion (which consent shall not be unreasonably withheld or delayed) to any purchaser of the Property who assumes and agrees to perform and observe all the covenants and agreements of City being assigned thereby. No such assignment, with or without the consent of Developer, shall be effective unless each such assignee shall assume and agree to perform and observe all the covenants and agreements of City being assigned thereby. In the event of any assignment of the interest of City under this Agreement, City shall be released and relieved of all liability for the performance and observance of all covenants and agreements of City's covenants and agreements under this Agreement so assigned.

5.7 Terms for Consent or Approval. When this Agreement calls for one Party to seek the approval or consent of the other Party, the Party with the right to grant or deny consent or approval must exercise its reasonable discretion in doing so, unless specified otherwise by the terms of this Agreement. The requesting party must make requests for consent or approval in writing in accordance with the terms for notice in this Agreement and substantiate that request with commercially reasonable documentation unless specified otherwise by the terms of this Agreement. The Party with the right to grant or deny consent or approval shall review each such request diligently, reasonably and in good faith and deliver its decision whether to give or deny consent or approval to the requesting Party in writing in accordance with the terms for notice in this Agreement

within thirty (30) business days of the delivery of the other Party's request. If the reviewing Party elects to deny its consent or approval, then it must substantiate that decision with commercially reasonable documentation that enables the requesting Party to comprehend the decision and, if appropriate, modify such request and re-submit it to the reviewing Party for further review pursuant to these terms for consent or approval. A Party reviewing a request for consent to the assignment of rights and obligations by the requesting Party may consider the creditworthiness, financial wherewithal, expertise and experience of the proposed assignee when compared to the requesting Party, in the exercise of reasonable discretion whether to grant or deny consent or approval.

5.8 Terms for Other Response. When this Agreement calls for one Party to notify the other Party of any other election under this Agreement, then the electing Party shall notify the other party of the applicable decision no later than thirty (30) days after the electing Party was notified of its obligation to make the election.

5.9 Governing Law. This Agreement shall be governed by the laws of the State of New Hampshire. The parties hereto agree that any action brought by either party to enforce the terms of this Agreement shall be filed in the Superior Court of Hillsborough County, New Hampshire or the United States District Court of New Hampshire, Concord Division.

5.10 Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.

5.11 Agreement to Cooperate. In the event of any legal action instituted by a third party or other governmental entity or official challenging the validity of any provision of this Agreement, the Parties hereby agree to cooperate in defending that action; provided, however, each Party shall retain the right to pursue its own independent legal defense.

5.12 No Deemed Waiver. Failure of a Party to exercise any right under this Agreement shall not be deemed a waiver of any such right and shall not affect the right of that Party to exercise at some future time said right or any other right it may have under this Agreement.

5.13 Severability. If any term or provision of this Agreement shall be judicially determined to be void or of no effect, that determination shall not affect the validity of the remaining terms and provisions of this Agreement. The Parties agree that if any provision of this Agreement is judicially determined to be invalid because it is inconsistent with a provision of state or federal law, this Agreement shall be amended to the extent necessary to make it consistent with state or federal law and the balance of the Agreement shall remain in full force and effect.

5.14 Authority. Each Party represents that it has undertaken all actions necessary for approval of this Agreement, and that the person signing this Agreement has

the authority to bind City and Developer. Notwithstanding the foregoing, with the approval of this Agreement, City Council hereby delegates to the City Manager the authority to execute any supplemental documents required to effectuate the purposes of this Agreement.

5.15 Representations and Warranties of Developer. Developer represents and warrants to City that:

- a) Developer is a valid limited liability company duly organized, validly existing and in good standing under the laws of the State of Florida;
- b) Developer is duly qualified to do business and is in good standing under the laws of the State of New Hampshire;
- c) Developer has the full right, power, and authority to enter into this Agreement and to perform its obligations under this Agreement without contravention of any obligation on the part of Developer, whether statutory, contractual or otherwise; and
- d) Developer will execute, deliver and perform this Agreement in accordance with all applicable laws and ordinances.

5.16 Representations and Warranties of City. City represents and warrants to Developer that:

- a) City has the full right, power, and authority to enter into this Agreement and to perform its obligations under this Agreement without contravention of any obligation on the part of Developer, whether statutory, contractual or otherwise;
- b) City will execute, deliver and perform this Agreement in accordance with all applicable laws and ordinances;
- c) To the actual knowledge of City Attorney, the Property is not the subject of any litigation, pending or overtly threatened, or other judicial or quasi-judicial procedure which would, if determined unfavorably to the City, settled or otherwise resolved by the City, result in any financial liability on the part of Developer or interfere with the development of the Project;
- d) To the actual knowledge of the City Attorney, the Property is not the subject of any procedure for the taking of the Property by eminent domain, in whole or in part, pending or overtly threatened by the City or any other governmental authority with the power of eminent domain;
- e) To the actual knowledge of the City Attorney, no one has made any claim to title to the Property, in whole or in part, superior to the claim of the City by virtue of its chain of title; and

f) The City has not received any notice from any governmental agency, state, federal or local, that the Property is in violation of or the subject of an investigation regarding the potential violation of any Laws and Ordinances, including laws of the United States or the State regarding the presence, storage, transport, spillage, removal or remediation of hazardous or harmful substances on the Property, or the presence, storage, transport, spillage, removal or remediation of hazardous or harmful substances on properties adjacent to the Property as a result of their origination on or passage through the Property.

5.17 Continuing Obligation. From time to time after the Closing Date or the Deadline Closing Date, the Parties will execute additional instruments of assignment, lease, license, conveyance and other documents and take such other actions that are reasonably necessary to further the purposes of this Agreement.

5.18 Immunity Not Waived. City does not intend to waive its sovereign immunity by reason of this Agreement; provided, however, that the City acknowledges and agrees that by entering into this Agreement, governmental immunity shall not be a valid defense to a breach of contract claim brought under this Agreement.

5.19 Release of Information. City and Developer acknowledge that this Agreement is subject to disclosure under the New Hampshire public records laws, except for information that is excluded from the disclosure requirements of those laws. Nothing in this Agreement precludes either party from discussing the terms of this Agreement or its work product with its attorneys, accountants, consultants, contractors, or potential lenders or investors, or prevents the holding of public City meetings in compliance with applicable laws.

5.20 Representations, Warranties and Indemnity Regarding Brokers.

a) City represents to Developer that no real estate broker or agent has rendered a service or represented City in connection with this Agreement or the transaction contemplated in this Agreement for which any brokerage commission or fee is due.

b) Developer represents to City that no real estate broker or agent has rendered a service or represented Developer in connection with this Agreement or the transaction contemplated in this Agreement for which any brokerage commission or fee is due.

c) City and Developer covenant and agree, each to the other, to indemnify the other against any claims based upon or arising out of the employment or use by the indemnifying party of any real estate broker, agent or finder in connection with the purchase and sale of the Property. This Section 5.20 shall survive Closing or any earlier termination of this Agreement.

5.21 IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY (OR TO ANY THIRD PARTY, WHETHER OR NOT CLAIMING THROUGH THAT OTHER PARTY) FOR INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, EXEMPLARY OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS OF ANY KIND OR NATURE WHATSOEVER).

5.22 Non-Appropriation. No provision of this Agreement shall be construed or interpreted as creating a pledge of the faith and credit of the City within the meaning of any Constitutional debt limitation. No provision of this Agreement shall be construed or interpreted as creating a pledge of the faith and credit of the City within the meaning of the, Constitution of the State of New Hampshire. This Agreement shall not directly or indirectly or contingently obligate the City to make any payments beyond the amount appropriated, if any, in the sole discretion of the City for any fiscal year in which this Agreement shall be in effect. The City may at the end of any fiscal year terminate its future installment payment obligations under this Agreement if the City has not appropriated sufficient funds to make the next fiscal year's scheduled installment payments; however, during each fiscal year, the City shall exercise its best efforts to appropriate funds for installment payments due in the next fiscal year. No deficiency judgment may be rendered against the City in any action for breach of a contractual obligation under this Agreement and the taxing power of the City is not and may not be pledged directly or indirectly to secure any moneys due under this Agreement. No provision of this Agreement shall be construed to pledge or to create a lien on any class or source of the City's moneys. To the extent of any conflict between this Section 5.22 and any other provision of this Agreement, this Section shall take priority.

5.23 Amendment. This Agreement shall not be modified or amended in any respect except by a written instrument executed by the Parties.

5.24 Time of the Essence. Time is of the essence in this Agreement.

5.25 Survival. All representations, warranties and obligations of the Parties in this Agreement shall survive the consummation or performance of the various transactions contemplated in this Agreement for the respective terms necessary for each of the Parties to realize the benefits contemplated by this Agreement and to enforce the rights provided for in this Agreement.

5.26 Recitals and Exhibits. The Recitals of this Agreement and the Exhibits attached hereto are integral and essential components of this Agreement.

5.27 Defined Terms. All capitalized terms in this Agreement shall have the meaning ascribed to them in this Agreement, unless the context clearly indicates another meaning. All terms not defined in this Agreement shall have the usual and customary meaning ascribed to them and found in any modern English dictionary.

[SIGNATURES BEGIN ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereby set their hands and seals, effective the date first above written.

CITY OF NASHUA, NEW HAMPSHIRE

James W. Donchess, Mayor

ATTEST:

Susan Lovering, City Clerk

Approved as to form:

Celia K. Leonard, Deputy Corporation Counsel

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH

I, _____, a Notary Public of the State and County aforesaid, certify that Susan Lovering personally came before me this day and acknowledged under seal that she is City Clerk of the City of Nashua, and that by authority duly given and as the act of the Board of Aldermen, the foregoing instrument was signed in its name by its Mayor, and attested by herself as its City Clerk.

WITNESS my hand and official seal, this ____ day of _____, 2020.

Notary Public
My commission expires:

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereby set their hands and seals, effective the date first above written.

LANSING MELBOURNE GROUP, LLC,
a Florida limited liability company

Peter Flotz, Manager

STATE OF FLORIDA
County of BROWARD

I, the undersigned, a Notary Public of the County and State aforesaid, do hereby certify that Peter Flotz personally came before me this day and acknowledged under seal that he is Manager of LANSING MELBOURNE GROUP, LLC, a Florida limited liability company, and acknowledged, on behalf of the company, the due execution of the foregoing instrument. Witness my hand and official stamp or seal, this the ____ day of _____, 2020.

Notary Public
My commission expires:

EXHIBIT "A"

PROPERTY DESCRIPTION

Parcel Number 79-54

EXHIBIT "B"

DEVELOPMENT PLAN

EXHIBIT "C"

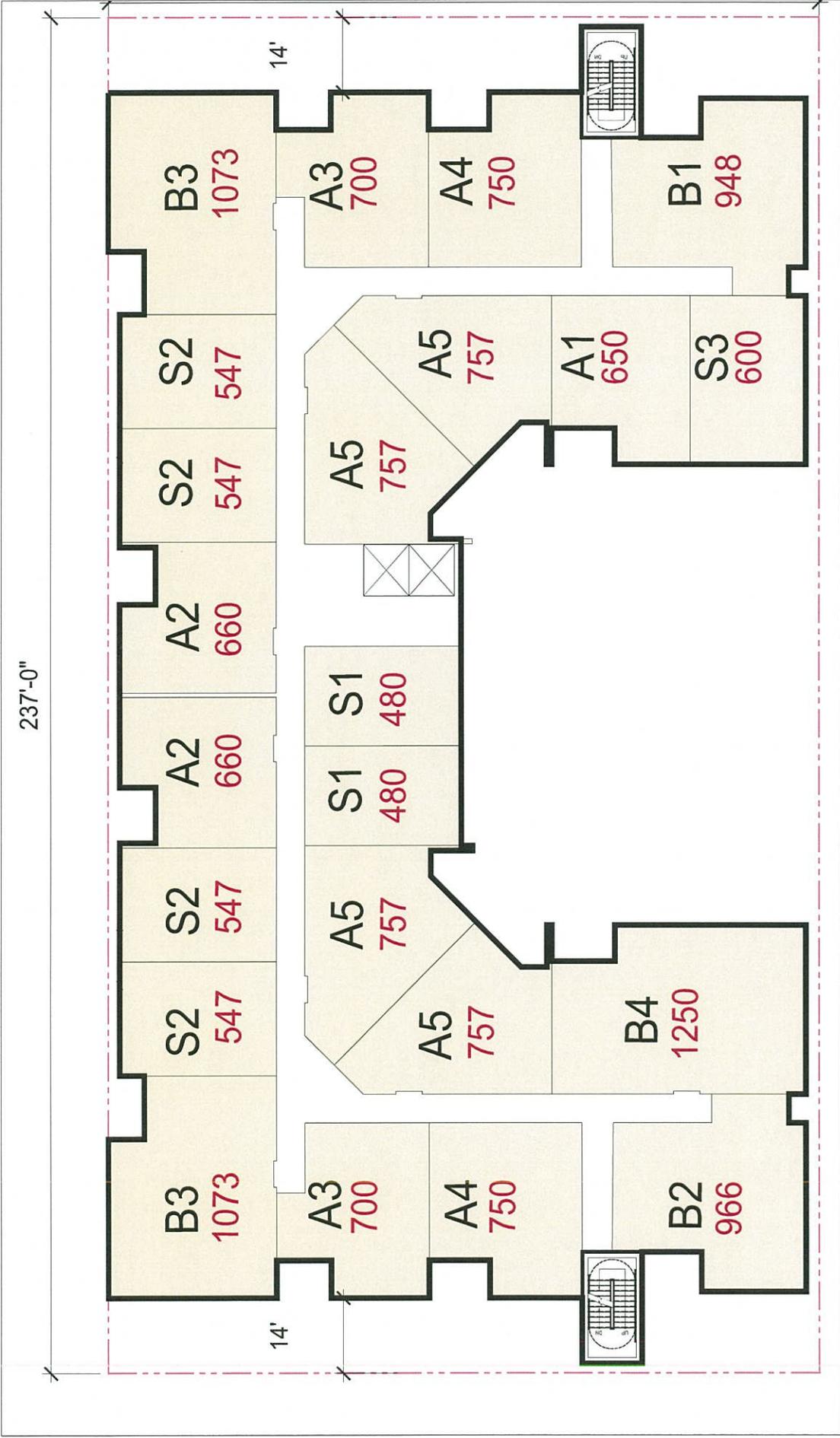
BOARD OF ALDERMEN APPROVING RESOLUTION



CONCEPT PROGRAM
 SCHOOL STREET FLATS
A-101
 3.13.20

FIRST FLOOR PLAN
 N

LMG
 LANDSCAPE ARCHITECTS
 HARVEY
 BUILT FORM
 CONSULTANTS



CONCEPT PROGRAM
SCHOOL STREET FLATS

TYPICAL FLOOR PLAN
2ND THRU 7TH




A-102
3.13.20



LMG
LANSING MELBOURNE

HARVEY

BUILT FORM

NORTH ELEVATION

CONCEPT PROGRAM
SCHOOL STREET FLATS

A-200
3.13.20

School Street- Nashua

UPDATED 2.23.20

		GROSS AREA w/ balconies not roofs	RESIDENTIAL GSP	RESIDENTIAL RSF	UNITS	CORE	EFF	RESIDENTIAL SUPPORT	RES STOR UNITS	RETAIL	BOHSERVICE			
1	MAIN STREET LEVEL		10840	9196	17			5633			0	5011		
2	TYPICAL RESIDENTIAL		10840	10,952	23	2,868	85.4%					2690		
3	TYPICAL RESIDENTIAL		10840	10,952	23	2,868	85.4%					2690		
4	TYPICAL RESIDENTIAL		10840	10,952	23	2,868	85.4%					2690		
5	TYPICAL RESIDENTIAL		10840	10,952	23	2,868	85.4%					2690		
6	TYPICAL RESIDENTIAL		10840	10,952	23	2,868	85.4%					2690		
7	TYPICAL RESIDENTIAL		10840	10,952	23	2,868	85.4%					2690		
TOTALS		-	138,880	110,908	150	17,328		5,633	-	-	22,339	-	-	-
RESIDENTIAL			RES/UNIT	729										



PROGRAM AREA

CONCEPT PROGRAM
SCHOOL STREET FLATS

A-500
3.13.20

KANNAPOLIS

Unit Matrix - BLOCK 3

2/22/2020

Unit Type	RENTABLE	FIRST FLOOR	2ND-7TH	ROOF	# Units	% of floor	TOTAL	Target Unit count	Target GSF Unit Size	Target Unit Count Variance	parking
		GRADE		RSF							
		1	6	0							
S1	480	0	2		12	6.00%	5,760				
S2	547	0	4		24	16.00%	13,128				
S3	600	0	1		6	4.00%	3,600				
Subtotal A - STUDIOS - 1 BATH											
					42	28.00%	22,488	0		42	
A1	650	1	1		7	4.67%	4,550				
A2	680	0	2		12	8.00%	7,920				
A3	700	3	2		15	10.00%	10,500				
A4	750	4	2		16	10.67%	12,000				
A5	757	2	4		26	17.33%	19,682				
Subtotal A-1 BED - 1 BATH											
					76	50.67%	54,652	0		76	
B1	948	1	2		13	6.67%	12,324				
B2	966	0	1		6	4.00%	5,796				
B3	1073	1	1		7	4.67%	7,511				
B4	1250	0	1		6	4.00%	7,500				
Subtotal B 2 BED - 2 BATH											
					32	21.33%	33,131	0		32	



UNIT MIX

CONCEPT PROGRAM
SCHOOL STREET FLATS

A-501
3.13.20



RESOLUTION

**RELATIVE TO ACCEPTING CDBG FUNDING UNDER THE 2020 CARES ACT;
AMENDING THE FY2020 HUD ANNUAL ACTION PLAN TO REPROGRAM
EXISTING CDBG FUNDING; AND CREATE A COVID-19 IMPACT PROGRAM**

CITY OF NASHUA

In the Year Two Thousand Eighteen

RESOLVED by the Board of Aldermen of the City of Nashua

WHEREAS the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) included additional funding to be distributed pursuant to section 106 of the Housing and Community Development Act of 1974 (42 U.S.C. 5306) to grantees that received allocations pursuant to that same formula in fiscal year 2020; and

WHEREAS the City shall receive an additional award of \$390,913 from the U.S. Department of Housing and Urban Development (HUD) to prevent, prepare for, and respond to coronavirus; and

WHEREAS the City also wishes to amend its FY2020 HUD Annual Action Plan by reprogramming existing CDBG funds to prevent, prepare for, and respond to coronavirus; and

WHEREAS the CARES Act contains provisions to allow grantees to utilize expedited procedures to prepare, propose, modify, or amend its statement of activities for grants from amounts made available under CARES Act as well as funding under our FY2020; and

WHEREAS the City further wishes to create a new program to respond to the economic impact of the coronavirus utilizing these CDBG funds and other resources available to the City.

NOW THEREFORE, BE IT RESOLVED by the Board of Aldermen of the City of Nashua that the COVID-19 Impact Fund Program shall be created to assist in the stabilization of existing small businesses and non-profits within the City that have had significant disruption due to the impact of COVID-19, consistent with the published guidelines for said new Program;

BE IT FURTHER RESOLVED that the CDBG CARES Act funding of \$390,913 shall be accepted and allocated to the COVID-19 Impact Fund Program;

BE IT FURTHER RESOLVED that the FY2020 HUD Annual Action Plan shall be amended to reprogram and allocate a total of \$251,775.00 to the COVID-19 Impact Fund Program as follows:

RESOLUTION**R-20-029**

1. FY20 E for All	\$40,000.00
2. FY20 Contingency	\$8,049.00
3. FY20 PLUS Company balance	\$1,525.00
4. FY20 Children's Home balance	\$14,549.00
5. FY20 Youth Council balance	\$6,125.00
6. FY19 E for All	\$70,000.00
7. FY19 Splash Pad @ Rotary Park	\$70,000.00
8. FY19 Administration	\$2,467.00
9. FY19 Nashua Center lighting project balance	\$420.44
10. FY19 Nashua PAL lighting project balance	\$4,329.00
11. FY19 Arlington St Center Director balance	\$20,333.46
12. FY19 Construction Management	\$1,052.00
13. FY18 Crown Hill Pool balance	\$4,024.00
14. FY18 Administration	\$73.40
15. FY17 Vietnam Vet's basketball court balance	\$8,827.70

BE IT FURTHER RESOLVED that the Mayor be, and hereby is, authorized to execute all understandings, assurances and agreements as required therein.

LEGISLATIVE YEAR 2020

RESOLUTION:

R-20-029

PURPOSE:

Relative to accepting CDBG funding under the 2020 CARES Act; amending the FY2020 HUD Annual Action Plan to reprogram existing CDBG funding; and create a COVID-19 Impact Program

SPONSOR(S):

Mayor Jim Donchess

**COMMITTEE
ASSIGNMENT:**

FISCAL NOTE:

This resolution accepts and appropriates \$390,913 in CDBG Cares Act funding into the COVID-19 Impact Fund and reprograms \$251,775 of previously appropriated FY2020 HUD Annual Action Plan CDBG funding into the COVID-19 Impact Fund.

ANALYSIS

This resolution authorizes the City to accept and the Mayor to expend the CARES Act CDBG funding, additional funds from HUD, repurpose certain FY2020 CDBG funds and creates a COVID-19 Impact Program.

**Approved as to account
structure, numbers and
amount:**

Financial Services Division

By: /s/ John Griffin

Approved as to form:

Office of Corporation Counsel

By: /s/ Celia K. Leonard, Esq.

Date: April 8, 2020